

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco *P.O. Box 420603*
CA 94142-0603



HOLIDAY PROVISIONS

FOR

DRYWALL INSTALLER/LATHER (CARPENTER)

IN

SAN DIEGO

MEMORANDUM OF UNDERSTANDING
WESTERN WALL AND CEILING CONTRACTORS ASSOCIATION, INC.
and
SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

The 1998-2002 Drywall/Lathing Master Agreement shall be amended as follows:

1. Change all references to District Council to Southwest Regional Council of Carpenters. Delete references to Arizona State Council of Carpenters and Nevada State Council of Carpenters on page 1.
2. Section 2 Add firestop work to job description (language to follow). Add the following language:
3. ARTICLE IV Change address of Southern California Conference of Carpenters on Article IV, Section 3.
4. Amend Article X, Section 6 to read

Section 6 In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any ~~significant degree~~ **legally sufficient degree** of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work on that job or project.

5. Change Article X, Section 7 to read as follows:

On behalf of each individual Contractor signatory hereto, the Association, having received from the Union a demand or request for recognition as the majority representative of the unit employees covered by this collective bargaining agreement; and having been presented, or having been offered to be presented with, by the Union, proof that the Union has the support of, or has received authorization to represent, a majority of the unit employees covered by this collective bargaining agreement; hereby expressly and unconditionally acknowledges and grant, on behalf of itself and each of its members in their individual capacities, recognition to the Union as the sole and exclusive collective bargaining representative of the unit employees covered by this

collective bargaining agreement, pursuant to Section 9 (a) of the National Labor Relations Act, as amended, and agrees not to make any claim questioning or challenging the representative status of the Union.

6. Add new Section 12 providing that Wage Order 16 of the Industrial Welfare Commission is incorporated herein in its entirety, except in so far as it contradicts provisions
7. Amend Article XX, Section 6 to provide the following wage increase:

Wage Increase for all classifications:

2002	\$1.50
2003	\$1.50
2004	\$1.50
2005	\$1.50

Increases to be allocated by Union.

8. Add the following language in an appropriate place in the Agreement (this is the language in the Master Labor Agreement that is the basis for the C4(a) program):

1616. A corporate officer, partner (except that up to two (2) partners or corporate officers of a Contractor firm may be exempted from the provisions of this paragraph upon fulfillment of the Contractor of requirements and procedures established for that purpose by the Trustees of the Trusts named below in this paragraph), RME or RMO (if not otherwise exempt as a partner) performing work under the terms of this Agreement shall be considered an employee. Any exempted person working with the tools of the trade shall be covered by the provisions of the Union Security Clause. Contributions on non-exempt employees shall be reported at a uniform rate of 173 hours per month to the Carpenters Health & Welfare Trust for Southern California and the Carpenters Pension Trust Fund for Southern California **and the Carpenters Vacation Holiday Savings Plan** in the sums designated in Attachment 1 to this Agreement. The Trustees of the above mentioned Trusts will be instructed to accept such contributions. ***The Vacation contribution shall not apply to owners or corporate officers. Any individual receiving contributions under this provision, except for owners or corporate officers who do not work with the tools of the trade, shall be covered by the provisions of***

Article IV, Union Security.

9. Add the following language at an appropriate place to clarify the nature of the vacation/supplemental dues contributions (the language below is from the Master Labor Agreement, the amount would be changed to reflect the correct supplemental dues contribution at the time of ratification of the Agreement):


**ARTICLE III
Supplemental Dues**


301. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employees written authorization to do so, deduct the sum of sixty-seven cents (\$0.67) per hour or the amount of Supplemental Dues that are lawfully required by the Union from the amounts required to be paid by the fifth paragraph of Attachment No. 1 to this Agreement for each employee covered hereby for each hour worked or paid for in each payroll period commencing July 1, 1998 as Special Supplemental Dues. In implementing the foregoing the Carpenters Southern California Administrative Corporation has been designated as Agent for the purpose of receiving and holding written authorization cards and for receiving, holding and allocating and distributing the dues monies.

302. Said Supplemental Dues shall be transmitted to said Agent concurrently with, but not as a part of, the Employers monthly vacation contributions with respect to his employees covered by this Agreement to the 12 County Carpenters Vacation Savings and Holiday Plan (Vacation Trust). All sums deducted by the Employers pursuant to the provision of this Article shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Article shall, from the instance of their transmittal, be considered vacation-holiday contributions if no such proper authorization shall have been furnished, and shall be held by the Vacation Trust for the account of the employee. Prior to the deposit in the separate bank accounts of the Agent, on the one hand, and the Vacation Trust, on the other, the bank shall separate the funds transmitted into dues and vacation-holiday contributions, respectively, based on whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of either the Agent or the Vacation Trust. The Union shall bear the entire responsibility for furnishing the written authorization referred to above. All costs incident to receipt, administration and remittance to the Union of the Supplemental Dues payment shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year

from the date of the execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Local Union and/or the Agent not more than twenty (20) days and not less than ten (10) days prior to the expiration of the first year or any year thereafter, shall have revoked such authorization.

10. Agreement to be effective July 1, 2002.


Ian Hendry, Executive Director
Western Wall and Ceiling Contractors Assoc.


Gordon K. Hubel, Contract Administrator
Southern California Conference of
Carpenters

**SOUTHERN CALIFORNIA DRYWALL/LATHING
MASTER AGREEMENT**

BETWEEN

DRYWALL/LATHING CONFERENCE ✓

OF THE

**WESTERN WALL & CEILING
CONTRACTORS ASSOCIATION, INC. ✓**

AND

**SOUTHERN CALIFORNIA CONFERENCE
OF
CARPENTERS ✓**

**ARIZONA STATE COUNCIL
OF CARPENTERS ✓**

AND

**NEVADA STATE COUNCIL
OF CARPENTERS ✓**

OF THE

**UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA
AFL-CIO**

JULY 1, 1998 to JUNE 30, 2002

RECEIVED
Department of Industrial Relations
JUL 31 1998
Div. of Labor Statistics & Research
Chief's Office

Recognized holidays of the Southern California Area Carpenters Master Labor Agreements shall be the recognized holidays of this Agreement. For reference only, the currently recognized holidays in the Twelve Southern Counties are as follows:

New Year's Day
Memorial Day
Independence Day
Labor Day

Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

Section 2. WORKDAY

(a) Eight (8) consecutive hours, exclusive of one-half (1/2) hour meal period, between 7:00 a.m. and 5:00 p.m. shall constitute a day's work unless otherwise agreed upon by the parties hereto. All other hours worked shall be governed by sub-sections (b) through (f), and Section 4, Special Shifts. The Contractor may utilize a one-hour meal period, providing he has obtained written permission from the Local Union having area jurisdiction of the work being performed. No person shall be required to work more than five (5) consecutive hours without a one-half (1/2) hour meal period. Forty (40) hours, Monday 7:00 a.m. through Friday 5:00 p.m., shall constitute a week's work except as provided under Article XIII hereof. Upon mutual agreement confirmed in writing between the Contractor and the District Council, an eight-hour work day may be established utilizing a time prior to 7:00 a.m. which will be paid at the straight time rate.

(b) Overtime shall not be worked unless an emergency exists and unless the Contractor obtains a written permit from the District Council having jurisdiction over such work in advance of beginning work on an overtime basis. The overtime permit shall be posted on the job. All overtime shall be paid on the basis of full hours.

(c) All overtime shall be paid at time and one-half except for Sundays and Holidays which shall be paid at double time.

(d) Overtime worked on Saturdays shall be paid at time and one-half for eight hours; overtime worked beyond eight hours shall be paid at double time.

(e) Piecework rates shall be paid at one and one-half and/or double the piecework rate as set forth above.

(f) Makeup days, whole days only, shall be permitted on Saturdays at the straight time rate with prior approval of the UNION. Makeup days will be allowed for inclement weather and other conditions beyond the control of the Contractor. Work by employees on a Saturday

APPENDIX-SD

1. This Appendix modifies the Drywall/Lathing Master Agreement as it applies to work in San Diego County. All terms of the Master Agreement apply to San Diego County except as specifically modified herein:

2. Area of Agreement

This Agreement shall apply to San Diego County and San Clemente Island.

In the event a Contractor signatory to this Agreement performs work covered by this Agreement during its term in the 46 Northern California Counties or the Eleven Southern California Counties (outside of San Diego), such work shall be performed under the terms of the Northern California Drywall/Lathing Master Agreement or the Southern California Drywall/Lathing Master Agreement depending on which agreement is applicable.

3. Work Coverage.

This Agreement shall cover all jobsite drywall and lathing work within the jurisdiction of the United Brotherhood of Carpenters as that work is described in the Southern California Drywall/Lathing Master Agreement.

4. Fringe Benefits.

Pension	1.01
Health & Welfare	2.30*
Contract Administration Committee	.20
Vacation	1.67*
Apprenticeship	.30

The Contractor shall during the life of this Agreement maintain benefit contributions to the Funds at the level called for in the Southern California Drywall/Lathing Master Agreement except as modified by agreement of the parties.

4. Holidays

In addition to the holidays recognized under the Drywall/Lathing Master Agreement, President's Day will be recognized as a holiday.

5. Make Up Days

Regular work days missed as the result of inclement weather or other causes beyond the control of the Contractor may be made up at the sole discretion of the Contractor on